

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT

4. Dismissal of Certain Litigation. At the Closing, the Parties shall execute the stipulation of dismissal of the Appeal annexed hereto as Exhibit D, which shall be filed by Defendants as soon after the Closing as is practicable. In addition, Plaintiffs shall withdraw their pending motion asking the District Court to correct the judgment. The Parties expressly acknowledge and agree that this Agreement shall not limit Plaintiffs' and their counsel's ability to seek attorney fees by motion to the District Court provided that such fees are only sought from attorneys ("Attorney Claims"), and, notwithstanding anything to the contrary herein, that under no circumstances shall Wendy Eber, the Estate of Lester Eber, or any other Defendants become liable for or be required to pay any sums of money to Plaintiffs or their counsel, even if ordered to do so by the District Court.
5. Counsel Action Indemnity. Plaintiffs have reserved their rights to pursue certain Attorney Claims. The Plaintiff Parties (in this context, the "Indemnitors") hereby agree to jointly and severally indemnify, defend, and hold harmless the Defendants from any and all claims, demands, losses, liabilities, damages, costs, and expenses (including the advancement of reasonable attorneys' fees and expenses) arising out of or related to any action or claim brought by the Plaintiff Parties against any third party in connection with the Attorney Claims. If advancement is sought, the Plaintiff Parties shall have the right to select mutually agreeable counsel for the Defendants and approve all bills. This provision shall not apply in the event that the Defendants assert claims or counterclaims of their own against the same attorneys,

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and Defendants agree to promptly disclose any demands, offers, or settlements exchanged with such attorneys for a four-year period after the date of this Agreement.